

APPENDIX

CONTRACT

(R. 7-18)

ARTICLE 4. *Changed conditions.*—Should the contractor encounter, or the Government discover, during the progress of the work subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the contracting officer shall be called immediately to such conditions before they are disturbed. The contracting officer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ the contract shall, with the written approval of the head of the department or his duly authorized representative, be modified to provide for an increase or decrease of cost and/or difference in time resulting from such conditions.

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ARTICLE 15. *Disputes.*—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer subject to written appeal by the contractor within

30 days to the head of the department concerned or his duly authorized representative, whose decision shall be final and conclusive upon the parties thereto. In the meantime the contractor shall diligently proceed with the work as directed.

SPECIFICATIONS

(R. 18-40)

1-04. Quantity of Material: The total estimated quantities of material necessary to be removed from within the specified limits, exclusive of allowable overdepth, to complete the work described in paragraph 1-02 are as follows:

<i>Location</i>	<i>Cubic yards scow measurements</i>
Section A—Sta. 110+00 to Sta. 375+00 (North Side) _____	2,423,000
Section B—Sta. 110+00 to Sta. 375+00 (South Side) _____	1,543,700
 Total, Sections A and B _____	 3,966,700

These amounts, plus 100 percent of the maximum quantity of estimated allowable overdepth, will be used as a basis for canvassing bids and for determining the amount of the consideration of the contract. (See paragraph on performance bond in invitation for bids.)

The maximum amount of allowable overdepth dredging is estimated to be as follows:

<i>Location</i>	<i>Cubic yards scow measurements</i>
Section A—Sta. 110+00 to Sta. 375+00 (North Side) _____	471,500
Section B—Sta. 110+00 to Sta. 375+00 (South Side) _____	387,800
 Total, Sections A and B _____	 859,300

Within the limit of available funds, the contractor will be required to excavate the entire quantity of material necessary to complete the work

specified in paragraph 1-02 hereof, be it more or less than the amounts above estimated.

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1-08. Physical Data: * * * * *

Owing to the rapid currents, the material in the dredged cuts is eroded when it is disturbed by the process of dredging. During the progress of recent contracts the prescribed cuts have been secured by the contractor after the dredging of about 75% of the estimated quantity of material in the cut, scow measurement, including overdepth. The quantities of materials given in the specifications are the estimated pay yardages and are 75% of the actual quantities, scow measurement, lying between the present depth and side slopes and the final depth and side slope limits, including overdepth, of the work provided for in these specifications.

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4-01. Character of Materials: * * * *

The United States does not guarantee that other materials will not be encountered nor that the proportions of the several materials will not vary from those indicated by the explorations. Bidders are expected to examine the site of the work and the records of previous dredging operations which are available at U. S. Engineer Office, Boston, Mass., or U. S. Engineer Sub-Office, Buzzards Bay, Mass., and after investigation, decide for themselves the character of the materials and make their bids accordingly. * * * *

If materials, structures, or obstacles of a substantially different character are encountered in the execution of the prescribed work and the cost of their removal or satisfactory treatment obviously would be, in the opinion of the contracting officer, either in excess of, or less than the contract price, the contracting officer, in either alternative, will then proceed in accordance with the provisions of article 4 of the contract.